REMARKS

Both anticipation under 35 U.SC. §102 and obviousness under §103 require that the Office must (i) identify the individual elements of the claims and properly construe these individual elements,[1] and (ii) identify corresponding elements disclosed in the allegedly anticipating reference and compare these allegedly corresponding elements to the individual elements of the claims.[2] The factual determination of anticipation under 35 U.S.C. requires the identical disclosure, either explicitly or inherently, of each element of a claimed invention.[3]

Rejections on obviousness grounds under §103 cannot be sustained by merely conclusory statements regarding the reasons to combine references; instead there must be some articulated reasoning with some rational underpinning to support the legal conclusion of obviousness.[4] Moreover, this analysis should be made explicit.

Claims 1-3, 12, and 25-28 are pending in the application. All pending claims are rejected under 35 USC 103(a) as being unpatentable over U.S. Patent No. 6,405,313 to Reiter et al. (hereinafter "REITER") in view of U.S. Patent No. 6,304,858 to Mosler et al. (hereinafter "MOSLER").

As described in detail below, the combination of REITER and MOSLER do not render the pending claims unpatentable at least for the following reasons.

- REITER does not disclose systems or methods for structured cash flow exchanges (the subject of Claims 1, 2, 12, and 25-28) or financial transactions (the subject of Claim 3).
- MOSLER's disclosure of the swap transaction does not disclose corresponding a swap to a node in the graph structure of the present technology.

[1] Panduit Corp. v. Dennison Mfg. Co., 810 F.2d 1561, 1567-68 (Fed. Cir. 1987) (In making a patentability determination, analysis must begin with the question, "what is the invention claimed?" since "[c]laim interpretation, . . . will normally control the remainder of the decisional process"); see Gechter v. Davidson, 116 F.3d 1454, 1460 (Fed. Cir. 1997) (requiring explicit claim construction as to any terms in dispute).
[2] Lindermann Maschinenfabrik GMBH v. American Hoist & Derrick Co., 730 F.2d 1452, 221 USPQ 481 (Fed. Cir. 1984).
[3] In re Rijckaert, 9 F.3d 1531, 28 USPQ2d 1955 (Fed. Cir. 1993).
[4] KSR Int'l Co. v. Teleflex Inc., 127 S. Ct. 1727, 1741 (2007)(quoting In re Kahn, 441 F.3d 977, 988 (Fed. Cir. 2006)).

- Claims 25-28 are rejected without examination of the specific language of those claims.
- The Final OA gives merely conclusory statements regarding combining REITER and MOSLER. The Final OA does not articulate reasoning with some rational underpinning to support the legal conclusion of obviousness.

With regard to each pending claim, the Final OA asserts that REITER discloses one of:

determining a linear combination of structured cash flow exchanges

determining a linear combination of transactions

determining a set of structured cash flows

determining a set of structured cash flow exchanges

REITER, by its own account, e.g., REITER C01 L12-18, is directed to:

> … a method of providing authentication assurance in a keybinding system … in which edges along a path between a source key and a target key have a level of assurance attributed thereto which can be used to assist a user in selecting among a plurality of available paths.

Clearly REITER , related to authentication assurance in a cryptographic system, has nothing to do with structured cash flow exchanges (the subject of Claims 1, 2, 12, and 25-28) or financial transactions (Claim 3).

With regard to each pending claim, the Final OA acknowledges (e.g. P03 L22, P04 L13, P05 L18, P07 L01 - similar), that:

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Reiter does not disclose at least one node corresponding to
at least one swap.
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In each case, the Final OA relies on MOSLER (e.g., P03 L23, P04 L14, P05 L19, P07 L02).

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Mosler discloses swap transaction.
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MOSLER does indeed disclose interest rate swaps as a well known financial transaction. However, in each case the claim language requires:

*... at least one **node corresponding** to at least one **swap** ...*

*... the **node corresponding to a** possible **swap** transaction ...*

*... **nodes corresponding to** ... at least one at least partial **swap** definition ...*

*... at least one **edge corresponding to** at least one **partial match between** one or more **terms of** at least one **swap** transaction ...*

*... **a node corresponding to a** possible **transaction** ...*

MOSLER's disclosure of the swap transaction in and of itself does not disclose **corresponding the swap or transaction to a node** in the graph structure of the present technology. Since the Final OA acknowledges that REITER does not disclose a node corresponding to a swap, and MOSLER does not disclose a node corresponding to a swap, the Final OA does not identify elements of the claims (e.g., nodes corresponding to swaps/edges) in the references. For at least these reasons, the undersign requests that the rejection of the pending claims under §103 be withdrawn.

Note that Claim 28 calls for an "***edge*** *corresponding to at least one partial match between ... terms of ...* <a> *swap transaction*. The Final OA summarily rejects Claim 28 without accounting for this limitation. In fact, the Final OA summarily rejects Claims 25-28 on the grounds that those claims contain:

> ... similar limitations found in claims 1-3 and 12 above.

This is an inappropriate summary rejection of those claims without examination. The Final OA neither identifies the individual elements of the claims and properly construes these individual elements, nor identifies the corresponding elements disclosed in the allegedly anticipating reference and compares these allegedly corresponding elements to the individual elements of the claims. For this reason, the undersigned requests that the rejection of Claims 25-28 be withdrawn and that each of those claims be examined on the specific claim language of the claim.

For each pending claim, with regard to combining REITER and MOSLER, the Final OA asserts:

> Therefore, it would have been obvious to one with ordinary skill in the art at the time the invention was made to modify Reiter's to adopt the teaching of Mosler above, for the purpose of providing more convenient and easier to assist a user in selecting among a plurality available paths for swap transactions.

Note the form of this rationale for combing the references:

> Therefore, it would have been obvious to one with ordinary skill in the art at the time the invention was made to modify <Reference 1> to adopt the teaching of <Reference 2> above, for the purpose of <utility identified only in the application>.

Under this rationale, any truly patentable combination of known elements (hence pretty much every single invention ever conceived) would be unpatentable. Given these merely conclusory statements, the Final OA does not articulate reasoning with some rational

underpinning to support the legal conclusion of obviousness. For at least this reason, the undersigned requests withdrawal of the rejection of all pending claims under §103.

CONCLUSION

The foregoing is submitted as a full and complete response to the OA mailed 10/16/2008. With consideration of the above remarks, the undersigned submits that this application is in condition for allowance, and such disposition is earnestly solicited.

The OA contains characterizations of the claims and the references with which the Applicants do not necessarily agree. Unless expressly noted otherwise, Applicants decline to subscribe to any statement or characterization in the OA. In discussing the specification, claims, and drawings in this Reply, it is to be understood that Applicants are in no way intending to limit the scope of the claims to any exemplary embodiments described in the specification and/or shown in the drawings. Rather, Applicants are entitled to have the claims interpreted to the maximum extent permitted by statute, regulation, and applicable case law.

The undersigned requests: 1) an in-person interview at the Examiner's earliest convenience to identify and resolve any issues impeding examination of the application.

Please charge any shortage in fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account 141437, and please credit any excess fees to such deposit account.

Respectfully submitted,

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